

RETURN DATE: JANUARY 22, 2019 : SUPERIOR COURT
CHRISTINA DISKIN : JUDICIAL DISTRICT OF
 : NEW LONDON AT NEW LONDON
v. :
THE DOG HOUSE I, INC.; MY PET :
FUNDING, LLC; and MONTEREY :
FINANCIAL SERVICES, LLC : DECEMBER 18, 2018

COMPLAINT

FIRST COUNT: (CUTPA claim against The Dog House I, Inc.)

1. The plaintiff, Christina Diskin, is a resident of Norwich, Connecticut.
2. At all times mentioned herein, the defendant, The Dog House I, Inc. ("The Dog House") was and continues to be a corporation organized and existing under the laws of the State of Connecticut and engaged in the sale of pure breed puppies and rescue dogs.
3. At all times mentioned herein, the defendant, My Pet Funding, LLC ("My Pet Funding") was and continues to be a Wyoming limited liability company, with a principal office in Sterling, Virginia which has purposefully availed itself of the privilege of doing business in the State of Connecticut by originating and servicing the plaintiff's pet lease in the State of Connecticut.

4. At all times mentioned herein, the defendant, Monterey Financial Services LLC ("Monterey Financial Services") was and continues to be a California limited liability corporation located in Oceanside, California which has purposefully availed itself of the privilege of doing business in the State of Connecticut by servicing plaintiffs' pet lease in Connecticut.

5. On July 14, 2018, the plaintiff, Christina Diskin, visited The Dog House in Manchester, Connecticut with the hope of finding and purchasing a puppy.

6. The plaintiff fell in love with a 13-week old puggle, a mixed breed puppy that is part pug, part beagle, which was listed for sale for \$1,200.00.

7. The fair market value of a puggle is only \$300-\$600, far below the defendant's sale price.

8. The defendant offered and encouraged the plaintiff to apply for financing, which was done online via computer, so that she could make monthly payments.

9. The defendant told the plaintiff that she was approved for \$3,000 and suggested she buy two dogs, which she declined because she wanted only one dog.

10. The plaintiff, age 20, was working two jobs bringing home about \$400/week at the time she was approved for financing.

11. The plaintiff agreed to buy the dog and a “puppy kit” (food, toys, crate, leash, collar, etc.) for a total price of \$1,340, with a down payment of \$80. She understood that she was buying the puppy and signed a paper document called a “New Ownership Agreement” (Exhibit A).

12. The plaintiff and/or her roommate who accompanied her to the store electronically signed other documents on the computer including a lease agreement (Exh. B). No one told the plaintiff she was signing a lease agreement, no one printed the documents or went over the terms, including the payments, interest rate, or the fact that she actually was not an owner of the dog, and the plaintiff was not given time to read or understand the lease on the computer. The lease was emailed to her after the transaction.

13. The lease is unclear, deceptive, and confusing on its face in many ways, including the total value of the products, in that on page 2 of 9 it states “the total value of the product(s), capitalized cost, you are leasing is \$1,425.09,” but on page 3 of 9, under the description of leased property, it states the agreed upon value of the puppy is \$1,200 and the puppy kit \$140. The interest rate, which is not disclosed in the document, is in excess of 100%, and is unconscionable and unjustifiable under any

circumstances. The lease states that the total amount she will pay by the end is \$3,575.97 (\$49.99 plus 23 payments of \$153.30) and that she must pay an additional purchase price of \$213.76 plus additional fees and taxes. The total price to actually own the dog is not disclosed but is in excess of \$3,789.73.

14. The defendant, The Dog House I, Inc., its agents, servants, and/or employees, committed unfair or deceptive acts or practices in violation of the Connecticut Unfair Trade Practice Act (CUTPA), Conn. Gen. Stat. § 42-110b *et seq.*, in one or more of the following respects, in that it/they:

- a. Sold a dog for a price that far exceeded the fair market value of the animal;
- b. Sold overpriced dogs to unsophisticated buyers who could not afford them, and locked them into leases with highly unfavorable terms, further increasing the cost of the animal;
- c. Offered "financing" to unsophisticated buyers without informing them that the contract was actually a lease;
- d. Arranged to have the plaintiff finance the cost of \$1,425.09 even though the purchase price of the puppy and supplies was only \$1,340.00;
- e. Failed to fully disclose or explain the terms of the lease;
- f. Duped buyers into long-term leases with an unconscionable rate of interest;
- g. Failed to disclose the interest rate;

- h. Failed to explain that the effective interest rate was over 100%;
- i. Failed to disclose the full purchase price of the dog;
- j. Failed to disclose the fees and taxes that would be due at the end of the lease;
- k. Failed to explain that if she missed a payment or otherwise defaulted she would be liable for additional fees and penalties and could be forced to give up the dog;
- l. Violated the Consumer Leasing Act, 15 U.S.C. §§ 1667a, by failing to disclose the amount payable by the lessee for official fees, registration, certificate of title, license fees or taxes.

15. As a result of the defendant's unfair or deceptive acts or practices, the plaintiff Christina Diskin suffered an ascertainable loss of money or property, and will suffer additional financial harm in the future, all to her loss and detriment.

16. Pet leasing is an inherently harmful business practice that offends public policy and should be unlawful in the State of Connecticut; it is immoral, unethical, oppressive, and unscrupulous; and it causes substantial injury to consumers, including the plaintiff.

SECOND COUNT: (CUTPA claim against My Pet Funding, LLC)

1. Paragraphs 1-13 of the First Count are hereby repeated and incorporated by reference as Paragraphs 1-13 of this Second Count as if more fully set forth herein.

14. The defendant, My Pet Funding, LLC, its agents, servants, and/or employees, committed unfair or deceptive acts or practices in violation of the Connecticut Unfair Trade Practice Act (CUTPA), Conn. Gen. Stat. § 42-110b *et seq.*, in one or more of the following respects, in that it/they:

- a. Participated in the sale of a dog for a price that far exceeded the fair market value of the animal;
- b. Participated in the sale of overpriced dogs to unsophisticated buyers who could not afford them, and locked them into leases with highly unfavorable terms, further increasing the cost of the animal;
- c. Offered or provided "financing" to unsophisticated buyers without informing them that the contract was actually a lease or ensuring the terms were adequately explained;

- d. Arranged to have the plaintiff finance the cost of \$1,425.09 even though the purchase price of the puppy and supplies was only \$1,340.00;
- e. Failed to fully disclose or explain the terms of the lease;
- f. Provided a long-term lease with an unconscionable rate of interest;
- g. Failed to disclose the interest rate;
- h. Failed to explain that the effective interest rate was over 100%;
- i. Failed to disclose the full purchase price of the dog;
- j. Failed to disclose the fees and taxes that would be due at the end of the lease;
- k. Failed to explain that if she missed a payment or otherwise defaulted she would be liable for additional fees and penalties and could be forced to give up the dog;
- l. Violated the Consumer Leasing Act, 15 U.S.C. §§ 1667a, by failing to disclose the amount payable by the lessee for official fees, registration, certificate of title, license fees or taxes.

15. As a result of the defendant's unfair or deceptive acts or practices, the plaintiff Christina Diskin suffered an ascertainable loss of money or property, and may suffer additional financial harm in the future, all to her loss and detriment.

16. Pet leasing is an inherently harmful business practice that offends public policy and should be unlawful in the State of Connecticut; it is immoral, unethical, oppressive, and unscrupulous, and it causes substantial injury to consumers, including the plaintiff.

THIRD COUNT: (CUTPA claim against Monterey Financial Services, LLC)

1. Paragraphs 1-13 of the First Count are hereby repeated and incorporated by reference as Paragraphs 1-13 of this Third Count as if more fully set forth herein.

14. The defendant, Monterey Financial Services, LLC, its agents, servants, and/or employees, committed unfair or deceptive acts or practices in violation of the Connecticut Unfair Trade Practice Act (CUTPA), Conn. Gen. Stat. § 42-110b *et seq.*, in one or more of the following respects, in that it/they:

- a. Participated in the sale of a dog for a price that far exceeded the fair market value of the animal;
- b. Participated in the sale of overpriced dogs to unsophisticated buyers who could not afford them, and locked them into leases with highly unfavorable terms, further increasing the cost of the animal;

- c. Offered or provided "financing" to unsophisticated buyers without informing them that the contract was actually a lease or ensuring the terms were adequately explained;
- d. Arranged to have the plaintiff finance the cost of \$1,425.09 even though the purchase price of the puppy and supplies was only \$1,340.00;
- e. Failed to fully disclose or explain the terms of the lease;
- f. Provided a long-term lease with an unconscionable rate of interest;
- g. Failed to disclose the interest rate;
- h. Failed to explain that the effective interest rate was over 100%;
- i. Failed to disclose the full purchase price of the dog;
- j. Failed to disclose the fees and taxes that would be due at the end of the lease;
- k. Failed to explain that if she missed a payment or otherwise defaulted she would be liable for additional fees and penalties and could be forced to give up the dog;
- l. Violated the Consumer Leasing Act, 15 U.S.C. §§ 1667a, by failing to disclose the amount payable by the lessee for official fees, registration, certificate of title, license fees or taxes.

15. As a result of the defendant's unfair or deceptive acts or practices, the

plaintiff Christina Diskin suffered an ascertainable loss of money or property, and may suffer additional financial harm in the future, all to her loss and detriment.

16. Pet leasing is an inherently harmful business practice that offends public policy and should be unlawful in the State of Connecticut; it is immoral, unethical, oppressive, and unscrupulous, and it causes substantial injury to consumers, including the plaintiff.

WHEREFORE, the plaintiff claims:

1. a declaration that the said lease is void as against public policy and an injunction prohibiting the defendant from enforcing this lease and any other pet leases;
2. fair, just and reasonable money damages;
3. punitive damages and attorney's fees;
4. interest; and
5. such other relief as the Court deems appropriate.

THE PLAINTIFF

By 

Scott D. Camassar
The Law Firm of Stephen M. Reck &
Scott D. Camassar, LLC
P.O. Box 431
North Stonington, CT 06359
860-535-4040
860-535-3434 fax
sdcamassar@gmail.com
Juris No. 411900

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STATEMENT OF AMOUNT IN DEMAND

The amount in demand is greater than Fifteen Thousand and No/100
(\$15,000.00) Dollars, exclusive of interest and costs, pursuant to Section 52-91 of the
Connecticut General Statutes.

THE PLAINTIFF

By



Scott D. Camassar
The Law Firm of Stephen M. Reck &
Scott D. Camassar, LLC
P.O. Box 431
North Stonington, CT 06359
860-535-4040
860-535-3434 fax
sdcamassar@gmail.com
Juris No. 411900

Exhibit A

THE DOG HOUSE - New Ownership Agreement

ollar #

9790

Purchase Date:

7/14/18

reed:

puppie

New Owner Information:

Name

Christina Diskin

Address

1174 N Main St Belton

Phone #

(860) 705-0415

Email Address

Diskin.Christina@gmail.com

I, Christina Diskin, understand that from this date forward am assuming ownership of this puppy (description and date noted above). As the new owner I understand that I will be responsible for the care, continuation of immunization and worming, and any medical treatment which may become necessary from this date on. **By signing below you understand and agree to "New Ownership Agreement."**

Christina Diskin
New Owner Signature

7/14/18
Date

Ongoing Care

Your new puppy has been given a physical exam by a licensed veterinarian and during this physical has been found to be free of illnesses and/or contagious diseases. A health certificate with the veterinarians's signature has been provided.

Your new puppy has been vaccinated and dewormed. It is important that you as the new owner continue with the vaccinations and dewormings. Consult a veterinarian regarding the appropriate ongoing care necessary.

The Dog House requests that you take your new puppy to a veterinarian within 7 days after purchase.

Similar to a human child, your new puppy is susceptible to illnesses. Should your new puppy act or behave in a manner that appears irregular (refusing to eat, excessive loose stool, coughing, discharge from the nose, etc), we ask that you please contact our Animal Care Hotline immediately at (860) 918-9015.

By signing below you understand and agree to the "Ongoing Care."

Christina Diskin
New Owner Signature

7/14/18
Date

Other Terms and Conditions

The Dog House provides puppies solely for the purpose of a companion pet. There is no guarantee that you will be able to use this puppy for showing or breeding purposes. YOU SHOULD NOT PURCHASE A PUPPY FROM THE DOG HOUSE IF EITHER OF THESE IS A CONDITION OF YOUR PURCHASE.

Please note all dogs are different. There is no guarantee as to the size, shape, or form of any puppy once grown, and therefore there are no refunds for poor, unique, or different breed representations.

In rare cases, due to circumstances beyond our control, registration papers may not be attainable. The Dog House will not be liable in such cases.

If you are purchasing a small breed puppy, please be aware of the potential for "hypoglycemia," a condition that is NOT a contagious illness but can be brought on by lack of nourishment and/or rest. This condition CAN BE LIFE THREATENING so it is important that as the new owner you are aware of how to provide proper care for your new small breed puppy. MAKE SURE YOUR PUPPY IS EATING WELL AND HAS PLENTY OF REST.

We recommend taking your new puppy to the vet BEFORE introducing him/her to already existing pets in your household. We advise that you make sure existing pets are up to date on their vaccines. The Dog House isn't liable for vet treatment for existing pets. *By signing below you understand and agree to "Other Terms and Conditions."*

Christie D. Didi
New Owner Signature

7/14/18
Date

Return Policy

The Dog House discourages impulse purchases. A dog may not be returned for non-medical reasons after 48 hours after the purchase time. Should you need to return your dog within 48 hours of the purchase time there will be a service fee of 50% of the purchase. *By signing below you understand and agree to the "Return Policy."*

Christie D. Didi
New Owner Signature

7/14/18
Date

Contractual Agreement

This written agreement is the entire agreement and acts as a binding contract between the new owner and The Dog House. The new owner will not rely on any verbal statements contrary to this written agreement.

I have read, understood, and agree to all the above written terms and conditions.

Christ D. Di
New Owner Signature

7/14/18
Date

[Signature]
Witness

7/14/15
Date

Exhibit B



Monterey Financial Services, LLC.
4095 Avenida De La Plata
Oceanside, CA 92056

TELEPHONE: (877) 775-3080
FAX: (760) 639-3521
TOLL FREE FROM MEXICO: 001-877-453-6983

Monterey Financial Services | Monterey Loan Servicing | Monterey Collections

CHRISTINA DISKIN
117A WEST MAIN STREET
BALTIMORE, CT 06330

July 17, 2018

Congratulations on the new member to your family!

My Pet Funding, LLC has appointed Monterey Financial Services, LLC to service your lease contract. My Pet Funding, LLC will continue to work closely with Monterey Financial Services, LLC to help assure an excellent customer experience. As agreed to in your contract, your account has been set up to have your monthly payment of 153.30 automatically withdrawn from either your checking or savings account, or credit card as indicated at the time of purchase. If you have any recent changes, or anticipate any changes with your banking relationships please give us as much advance notice as possible. Our mailing address is as follows:

Monterey Financial Services, LLC.
P.O. Box 801638
Kansas City, MO 64180-1638

The following is a statement of your account. If you have any questions, or feel the below information does not accurately reflect the status of your account, please give us a call.

New Account Number:	0012-302-591115
Monthly Payment:	153.30
Next Payment Due:	08/10/2018

At the end of your lease term, should you choose not to purchase the pet, you are responsible to pay the disposition fee and notify Monterey Financial Services, LLC of your intent to return the product. If you do not notify Monterey Financial Services, LLC of your decision prior to the final payment date, it will be assumed you intend to keep the product and will be billed for the residual amount outlined in your agreement.

Regards,
Patricia Baker
Customer Service Department

For your convenience, you may also go to <https://www.montereyfinancial.com/mfonline/> to review your account information, make a payment, sign up for automatic payments, receive payoff quotes or to review our optional Debt Protection Program. Our privacy policy is also available for your review at <http://www.montereyfinancial.com/montfin/privacy-policy/>.

Please note that if we don't receive notice from you within thirty (30) days of this mailing that you are contesting the validity of this debt, or any portion of it, we will assume that the debt is valid. If you provide notice to us that you do not believe the debt is valid, or any portion of it, within the same period described above, we will mail you verification of the debt or judgment. Also, if you send us a written request within the same period, we will provide you with the name and address of the original creditor, if different than the current creditor. Any communications enclosing an instrument tendered in full satisfaction of a disputed debt must be sent to Monterey Financial Services, LLC, 4095 Avenida de la Plata, Oceanside, California 92056.

0012-302-591115

IMPORTANT STATE DISCLOSURES and LICENSING INFORMATION: Please see below for additional disclosures and licensing information. Should you have any questions please contact Monterey Financial Services between the hours of 8:00 am and 6:00 pm PST at (877) 775-3080.

For **California**: "The state Rosenthal Fair Debt Collection Practices Act and federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm our location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov."

"As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation. But we will not submit a negative credit report to a credit reporting agency about this credit obligation until the expiration of the time period described within your initial letter."

For **Colorado**: "A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt."

Monterey Collection Services Denver Office: 1776 S. Jackson St, Ste. 900, Denver, CO 80210. Phone # (877)775-3091. We are licensed by the Collection Agency Board located at Ralph L Carr, Colorado Judicial Center, 1300 Broadway, 6th floor, Denver, CO 80203. If you ask that we stop contacting you at home, at work, or to cease collection efforts altogether, we will stop with the possible exception of one written notice which will explain the possible consequences of your actions or inactions. Please do not send any payments to the address of the Collection Agency Board listed in this paragraph. For information about the Colorado Fair Debt Collection Practices Act, see www.coag.gov/car.

For **Massachusetts**: Monterey Financial Services can be reached at 877-775-3091 and our office hours are Monday through Friday from 8am to 6pm PST and Saturday from 8am to 11am PST. The business office address is 949 S. Main Street, Great Barrington, MA 01230. You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten days unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to the debt collector.

For **Minnesota**: This collection agency is licensed by the Minnesota Department of Commerce #8002282.

For **New York**: New York City Department of Consumer Affairs License Number 0991753.

For **North Carolina**: North Carolina Department of Insurance Permit Number 101662.

For **Tennessee**: Monterey Collection Services is licensed by the Collection Service Board of the Department of Commerce and Insurance, license # 00000168.

For **Utah**: As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. We will not submit a negative credit report to a credit reporting agency about this credit obligation until the expiration of the time period described at the bottom of the initial letter.

For **Washington**: The business office address in Washington is 512 Bell Street, Edmonds, WA 98020.



Important Information Concerning Your Lease

By signing the following documents, you are entering into a Closed End Consumer Product Lease.

You understand that this Agreement is a **lease**, not a loan and that you are leasing the product(s).

You understand that **you do not own the product(s) you are leasing unless:**

- 1) You buy the product through the early buyout option (for more information see Section 8 of this Agreement or visit your account at MyPetfunding.com); or
- 2) You pay \$213.76 after your final lease payment.

Your lease can be paid off at any time. Call us anytime to get your payoff amount.

The total value of the product(s), capitalized cost, you are leasing is \$1425.09.

To satisfy your lease obligation you must make one in-store payment today of \$49.99 and 23 lease payments of \$153.30.

If you decide to purchase the product(s) at the end of your lease, you must pay a purchase price of \$213.76 plus any applicable fees or taxes.

The total amount you will have paid by the end of this lease, at full term, is \$3575.97.

You must make each monthly payment by the due date or you may be subject to additional fees.

You agree that you have received a physical printed copy of your Closed End Consumer Product Lease prior to signing this agreement. **Christina Di:**

For Lease Questions/Billing call 1-800-239-9423.



MYPETFUNDING
MYPETFUNDING.COM

PET ACKNOWLEDGEMENT FORM

☒ By checking "Yes" and signing below, you acknowledge that you have received and accepted the pet described in the attached My Pet Lease Agreement ("Lease") from the Retailer listed in the Lease on the Lease date below.

Signature: Christina Diskin
Christina Diskin (Jul 14, 2018)

Email: diskinchristina@gmail.com

Lessee's Signature

Lessee's Name: Christina M Diskin

Lease Date: 07/14/2018

Lease ID #: 1100047221

**MYPETFUNDING**

MYPETFUNDING.COM

CONSUMER PET LEASE AGREEMENTLease Number: 1100047221 Lease Date: 07/14/2018**CONSUMER PAPER**Lessee: Christina M Diskin, 117a west main street baltic CT, 06330 860-705-0415,Co-Lessee: Name, Address & PhoneLessor: My Pet Funding P.O. Box650561 Potomac Falls, VA 20165, 1-800-239-9423Retailer: The Dog House (the retailer) that helped arrange this Lease.

This document governs your Consumer Pet Lease Agreement ("Lease") with us. Each person who signs this Lease is individually liable to us for all Lease obligations. "We," "us" and "our" mean the Lessor identified above. "You" and "your" mean each Lessee and Co-Lessee identified above. The property subject to this Lease is the animal(s) described below which you are leasing from us, including any replacement or substitute animal(s) we may agree in our sole discretion to lease to you ("Pet"). "Retailer" means the retailer identified above. **You agree to pay all amounts due under this Lease and fulfill all your obligations under this Lease.** The Federal Consumer Leasing Act Disclosures are also terms of this Lease. You are leasing the Pet and have no ownership rights in it unless you exercise your purchase option.

1. DESCRIPTION OF LEASED PROPERTY

Property Description	Agreed Upon Value	Estimated Delivery Date
Pet - Dog / Primary Breed: Pug / Secondary Breed: Beagle / Color: Fawn / Gender: Female / Microchip: 1867 919c	\$1200.00	07/14/2018
Puppy Kit / 36 kit	\$140.00	07/14/2018

2. FEDERAL CONSUMER LEASING ACT DISCLOSURES

Amount Due at Lease Signing or Delivery	Monthly Payments Your first monthly payment of \$49.99 is due on 07/14/2018, followed by 23 monthly payments of \$153.30 due on the 10th of each month. The Total of your Monthly Payments is \$153.30.	Other Charges (not part of your monthly payment)	Total of Payments (The amount you will have paid by the end of the Lease)
Capitalized cost reduction \$0.00		*Disposition Fee \$106.88	
First monthly payment \$49.99			
Administrative Fee \$0.00			
Warranty Fee \$0.00			
Total \$49.99		Total \$106.88	\$3575.97
		* Payable if you do not purchase the Pet.	

Purchase Option at End of Lease Term. You have an option to purchase the Pet at the end of the Lease term for \$213.76, plus official fees and taxes related to the purchase.

Other Important Terms. See your Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

IF YOU DO NOT MEET YOUR OBLIGATIONS UNDER THIS LEASE, WE MAY RETAKE THE PET.

3. Official Fees and Taxes. The total amount you will pay for official fees and taxes over the Lease term, whether included with your monthly payments or assessed otherwise is \$85.09 (e). The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the Pet's value when a fee or tax is assessed. Third party servicing fees may be associated with late payments, changes in form of payment or account adjustments.

4. Late and Returned Payments. (a) To the extent permitted by applicable law, the charge for late payments is: \$5.00 for any payment not received within ten (10) days after the date it is due. We will not assess or collect a late charge when the only delinquency is late charges assessed on an earlier delinquency. (b) If any check, draft, order or other payment instrument is returned to us for any reason, or if any authorized electronic debit is not paid, you will pay us a fee of \$15.00 or lower if required by state law, plus an amount equal to the actual charge by the depository institution for each returned or dishonored instrument or electronic debit.

5. Warranty.

☒ If this box is checked, you have the benefit of the standard Retailer's warranty.

Warranty papers that are separate from this Lease state any coverage limits. The law gives you a warranty that the Pet conforms to the description in this Lease. **WE MAKE NO OTHER EXPRESS WARRANTIES ON THE PET.**

6. OPTIONAL PRODUCTS AND SERVICES: The products and services offered below are optional. You are not required to buy any products and services to enter into the Lease. The term of any product or service will be the Lease term, unless a different term appears below. If you want to buy an optional product or service, you should review the contract that describes the product or service before you initial below. **By initialing below, you indicate that you want to buy the optional products and services indicated.**

Optional Product or Service	Amount or Period	Price	Term	Name of Provider	Approval
N/A	N/A	N/A	N/A	N/A	Lessee Initials
N/A	N/A	N/A	N/A	N/A	Lessee Initials
N/A	N/A	N/A	N/A	N/A	Lessee Initials

7. INSURANCE COVERAGE: We do not require you to maintain any insurance on the Pet in connection with this Lease.

NOTICE: NO INSURANCE COVERAGE FOR PHYSICAL DAMAGE, LOSS, OR INJURY TO THE PET IS PROVIDED UNDER THIS LEASE. NO INSURANCE COVERAGE FOR LIABILITY INSURANCE FOR BODILY INJURY AND PET DAMAGE TO OTHERS IS INCLUDED IN THIS LEASE.

8. EARLY PURCHASE OPTION AND EARLY TERMINATION:

(a) Early Purchase Option:

You may purchase the Pet before the scheduled end of the Lease term if you pay the sum of: (i) any past due Lease payments unpaid under the Lease on the date you purchase the Pet, plus (ii) any unpaid taxes or official fees assessed or billed in connection with this Lease and the Pet, and any other amounts necessary to satisfy all of your obligations under this Lease, plus (iii) the Adjusted Lease Balance (described below), plus (iv) the official fees and taxes related to the purchase.

(b) Early Termination

By You: You may terminate this Lease at any time before the scheduled end of the Lease term.

By Us: We may terminate this Lease before the end of the scheduled Lease term if (1) you do not make any payments required under this Lease when due; (2) you are otherwise in default (see Section 10 below); or (3) a total loss event occurs as described in Section 8(c) below.

If either you or we terminate this Lease early, you must pay your early termination obligations (see below), and return the Pet (see Section 11) unless you terminate this Lease for circumstances covered by the Retailer's warranty.

Early Termination Obligations: Upon early termination (unless you purchase the Pet as described in subsection (a) above and except as provided in Sections 8(c) and 8(d) below), you agree to pay us an amount equal to the lesser of:

- (1) The sum of (i) all remaining Lease payments, plus (ii) any past due Lease payments outstanding and unpaid under the Lease at early termination, plus (iii) any unpaid taxes or official fees assessed or billed in connection with this Lease, the Pet and the early termination, and any other amounts necessary to satisfy all of your obligations under this Lease, plus (iv) the Disposition Fee in Section 2 of this Lease, or

(2) The sum of (i) any past due Lease payments unpaid under the Lease at early termination, plus (ii) any unpaid taxes or official fees assessed or billed in connection with this Lease, the Pet and the early termination, and any other amounts necessary to satisfy all of your obligations under this Lease, plus (iii) the Disposition Fee in Section 2 of this Lease, plus (iv) the amount by which the Adjusted Lease Balance (described below) exceeds the Realized Value (described below) of the Pet.

Adjusted Lease Balance: The "Adjusted Lease Balance" is determined at any given time by subtracting the scheduled monthly payments due on or before the early termination date from the capitalized cost we assigned to the Pet at the start of this Lease and adding to the difference the cumulative rent charge earned through the early termination date. The rent charge is earned in advance and calculated according to the "constant yield method". The rent charge calculations are based on the assumption that we will receive the monthly payments on the exact due dates.

Realized Value: The "Realized Value" of the Pet is (i) the price we determine to be the fair market wholesale value of the Pet at the time of early termination, or (ii) the price we receive for the Pet upon disposition at wholesale. You may obtain, at your own expense, from an independent third party agreeable to both of us, a professional appraisal of the wholesale value of the Pet which could be realized at sale. The appraised value shall then be used as the Realized Value.

(c) Early Termination if the Pet is lost, stolen, dies, or becomes significantly debilitated:

If the Pet is lost, stolen, dies, or is or becomes significantly debilitated (each a "total loss event") for reasons unrelated to your fraud, intentional wrongful act or omission, or gross negligence, and unrelated to forfeiture or confiscation of the Pet under governmental authority, this Lease will terminate pending review of documentation that you will provide from a licensed veterinarian or local authority and your early termination liability will be limited to: (i) any past due Lease payments unpaid under the Lease at such early termination, plus (ii) any unpaid taxes or official fees assessed or billed in connection with this Lease, the Pet and such early termination, and any other amounts necessary to satisfy all of your obligations under this Lease at the time of the total loss event. You must promptly notify us in writing of a total loss event.

(d) Early Termination and Retailer's Warranty: You must promptly notify us in writing if you intend to terminate this Lease early because the Pet has issues covered by the Retailer's warranty. You must return the Pet to the location that we specify. You are responsible for taking any steps required by the Retailer's warranty to return the Pet. [Upon the Retailer's written verification that the Pet return is covered by the Retailer's warranty, we will refund to you all amounts paid to us under this Lease.]

9. PAYMENTS. You agree to make the monthly payments in the amount and at the time specified in Section 2. You may payoff your Lease at any time. You agree to make any other payments you owe under this Lease within 10 days of our invoice. Unless you enroll in the direct withdrawal program, you must send all payments to: *Monterey Financial 4095 Avenida De La Plata, Oceanside, CA 92056* (or such other address as we may designate from time to time). **You agree not to send us partial payments marked "paid in full," "without recourse," or with similar language. If you send such a payment, we may accept it without losing any of our rights under this Lease. All written communications concerning disputed amounts, including any check or other payment instrument that (i) is postdated and accompanied by adequate notice, (ii) indicates that the payment constitutes "payment in full" of the amount owed, (iii) is tendered with other conditions or limitations or (iv) is otherwise tendered as full satisfaction of a disputed amount, must be marked for special handling and mailed or delivered to us at: My Pet Funding c/o Monterey Financial 4095 Avenida De La Plata, Oceanside, CA 92056.**

10. DEFAULT, REPOSSESSION, AND OTHER REMEDIES: The following are events of default: (a) You fail to pay any monthly payment when due or any other amount you owe under this Lease when we ask you for it; (b) You give any false or misleading information in the Lease application; (c) You lose possession of the Pet by confiscation, forfeiture or other involuntary transfer (whether or not the Pet is the subject of judicial or administrative proceedings); (d) You assign this Lease or transfer the Pet, including by gift, without our prior written permission, or attempt to do so; (e) You start a bankruptcy, receivership, or insolvency proceeding or one is started against you; (f) You fail to return the Pet at the time and to the location required by this Lease; (g) The Pet dies, is lost or becomes significantly debilitated; (h) You fail to meet any other obligation under this Lease; or (i) You violate any law relating to the welfare of Pets (including, without limitation, illegal care, treatment, or handling of the Pet). We will only treat the events described in 9(b) through (h) as defaults if they significantly impair the prospect of payment or performance under this Lease.

If you are in default, we may, after any legally required notice or waiting period, do any or all of the following in accordance with applicable law: (a) End this Lease, and demand that you return the Pet to a location we designate and pay the amount due on early termination under Section 8(c) above; (b) Do whatever we deem necessary to protect our interest in the Pet, including take possession of the Pet by any method or manner permitted by law; (c) Add amounts we spend protecting our interest in the Pet to your Lease obligation and charge rent on the added amount, or ask you to pay these amounts right away; (d) Sue you for monetary damages; and/or, (e) Pursue any other remedy allowed under applicable law.

We will not breach the peace in the event we choose to exercise our rights to retake the Pet. After we retake the Pet, we will hold it free of any rights you may have under this Lease, subject to any right you have by law to cure the default or recover the Pet. You will pay our reasonable expenses of taking these actions as the law allows. These expenses may include expenses of taking, storing and maintaining the Pet, as well as attorneys' fees and court costs to the extent not prohibited by applicable law. We will only include attorneys' fees that we pay to an attorney who is not our salaried employee.

11. RETURNING THE PET: If you intend to return the Pet, you must promptly give us notice of the intended Pet return. You must inform us of your intent to return the Pet before your last scheduled payment date if you plan to return the Pet at the scheduled end of the Lease. If you do not exercise your right to buy the Pet under Section 2 or Section 8(a) above, you will upon Lease termination, either early or scheduled, return the Pet to the place we specify. You are responsible for all costs incurred in returning the Pet. Upon return, you must pay us any amounts you owe under this Lease and have not paid, including any past due Lease payments outstanding and unpaid under the Lease, any charges for late or returned payments, and any other amounts necessary to satisfy your obligations under this Lease. If you keep the Pet after you are supposed to return it, you will pay us an amount equal to the monthly Lease payment each month and any other amounts that may come due. This does not mean you are allowed to keep the Pet after this Lease ends.

12. FURTHER PURCHASE INFORMATION: This is an agreement for a lease only and unless and until you exercise a purchase option, you do not have and shall not acquire any ownership rights in the Pet. You have the option to purchase the Pet at any time during the Lease pursuant to Section 8(a) and at the end of the scheduled Lease term for the amount set forth in Section 2, provided that no amounts are then past due and owing under this Lease. Whether you purchase the Pet during or at the end of the Lease term, the purchase will be on an **AS-**

IS basis and you will give us not less than 15 days-notice of your intent to purchase the Pet. Once we receive the purchase price of the Pet, we will send you a sales invoice to confirm the purchase.

13. ASSIGNMENT OF CERTAIN AMOUNTS: You hereby assign to us any unearned returned premiums, charges or other amounts for any optional product or service, including insurance, sold in connection with this Lease and returned or paid to us. You will not earn any interest, increase, or profit on the security deposit, and none will be paid to you.

14. STANDARD OF PET CARE: You will be responsible for the health and wellbeing of the Pet during the term of this Lease. Any and all costs for medical care, foods, supplies, etc. are your responsibility. If you don't do these things, we may do them. You will owe us the costs if we do. You must take reasonable steps, including, but not limited to, a fence, leash or proper training, to keep the Pet under your possession and control. When you take possession of the Pet, you take on the risks of loss of the Pet and of damage to it. If the Pet is damaged, stolen, or dies and money becomes available from insurance, a judgment, a settlement, or the like, we will be entitled to this money. If the Lease ends in connection with our receipt of the money, we will treat any money we do not use for the health of the Pet as part of the price we received for the Pet in determining the Realized Value of the Pet (see section 8 above).

15. USE OF THE PET: You agree not to use or allow anyone else to use the Pet in a way that mistreats the Pet or violates the law or that causes cancellation or suspension of any applicable warranty. You also agree not to take the Pet outside the contiguous United States without our express written permission. We may inspect the Pet at any reasonable time. You agree that you are liable for any injury, death, or damage caused in whole or in part by the Pet during the term of this Lease and that we are not liable to you or any other person for any injury, death or damage caused by the Pet during the term of this Lease.

16. INDEMNIFICATION: You will defend, indemnify and hold us, our assignees or agents harmless from and against any loss and all losses or damages to the Pet or caused by the Pet while under your care, possession or control or because of your failure to care, possess or control, and from all claims, losses, suits, actions, liabilities, costs and expenses (including attorneys' fees) related to or arising from the Pet.

17. ASSIGNMENT AND TRANSFER OF THE PET: You may not assign this Lease or transfer the Pet without our prior written permission. We may assign all of our rights under this Lease, and any assignee of ours may reassign it. Any sale and assignment by us will not change your duties, burden, or risk under this Lease.

18. ELECTRONIC RECORDS AND CONVERSION: You agree to use electronic records and electronic signatures in connection with this Lease. Your electronic signatures on electronic records will have the same effect as signatures on paper documents. We will designate one authoritative copy of this Lease. The authoritative copy will be the electronic copy in a document management system we designate for storing authoritative copies. We may convert an authoritative copy to a paper original. We will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

19. GENERAL: If any part of this Lease is invalid, unenforceable or illegal in any jurisdiction, the part that is invalid, unenforceable or illegal will not be effective as to that jurisdiction. The rest of this Lease will be enforceable. This Lease is our entire agreement. We have made no promises to you not contained in this Lease. If any part of this Lease is found by a court or other dispute resolution body to be void or unenforceable, this Lease is to be read as if that part was never contained in this Lease. We do not waive our rights or remedies under this Lease by failing to exercise them at any time. Notices may be given personally or sent by first class mail, postage prepaid. Notice mailed to us must be sent to the address shown in this Lease or as we otherwise direct from time to time. Notices shall be deemed given to us when they are personally given or actually received at our address. Notices shall be deemed given to you when they are personally given or when placed in the mail, addressed to you at your address then shown on our records, even though you might not actually receive our mailed notice. You agree that 10 days' notice is a reasonable notice period, unless state law requires a longer period, in which case you agree that the state-required period is reasonable.

20. ARBITRATION. All claims and disputes arising under or relating to this Lease are to be settled by binding arbitration. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any award shall be in writing. An award of arbitration may be confirmed in a court of competent jurisdiction. You agree that any claim you may have against us, including our past and present employees and agents, must be brought individually and you will not join such claim with claims of any other person or entity or bring, join or participate in a class action against us.

21. ASSIGNMENT. We can assign our interest in this Lease and to the Pet without your consent. If we do so and notify you, you agree to make all payments thereafter to the assignee and, unless otherwise provided by law, agree not to make any claims you have against the assigning lessor against the assignee. **YOU UNDERSTAND THAT YOU HAVE NO RIGHT TO ASSIGN ANY OF YOUR RIGHTS UNDER THIS LEASE AND THAT YOU HAVE NO RIGHT TO SUBLEASE, ASSIGN OR TRANSFER THE PET.**

22. HOW THIS LEASE CAN BE CHANGED: **ANY CHANGE TO THIS LEASE MUST BE IN WRITING, AND WE MUST SIGN IT. NO ORAL CHANGES ARE BINDING.**

23. STATE LAW NOTICES:

New Jersey Residents: Because certain provisions of this Lease are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

LESSEE SIGNS X

CO-LESSEE SIGNS X _____

Signature: Christina Diskin
Christina Diskin (Jul 14, 2018)

Email: diskinchristina@gmail.com

NOTICE TO THE LESSEE: THIS IS A LEASE. YOU ARE NOT BUYING THE PET. DO NOT SIGN THIS LEASE BEFORE YOU READ IT. DO NOT SIGN THIS LEASE IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THIS LEASE. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. YOU MAY PREPAY THIS UNPAID BALANCE AT ANY TIME WITHOUT PENALTY. YOU AGREE TO THE TERMS OF THIS LEASE. YOU ACKNOWLEDGE YOU HAVE EXAMINED THE PET AND THAT IT IS IN GOOD CONDITION. YOU ACCEPT THE PET FOR ALL PURPOSES OF THIS LEASE. YOU UNDERSTAND THAT YOU HAVE NO OWNERSHIP RIGHTS IN THE PET UNLESS YOU EXERCISE YOUR OPTION (IF ANY) TO PURCHASE THE PET. YOU CONFIRM THAT BEFORE YOU SIGNED THIS LEASE, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU READ ALL PAGES OF THIS LEASE BEFORE SIGNING BELOW, YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

LESSEE SIGNS X

CO-LESSEE SIGNS X _____

Signature: Christina Diskin
Christina Diskin (Jul 14, 2018)

Email: diskinchristina@gmail.com

The Lessor's authorized signature indicates that the Lessor has accepted the terms, conditions and obligations of this Lease.

Lessor Name: My Pet, LLC d.b.a My Pet Funding, LLC

By: Robert J. Cook
Robert J. Cook, EVP

For value received the undersigned Lessor does hereby sell, assign and transfer to _____ subject to the terms and conditions of the separate agreement between the Parties.			
Assignment is made: Limited Recourse	____ With Recourse	____ Without Recourse	____ With
_____ Lessor	_____ By	_____ Title	_____ Date

PUPPY HEALTH WARRANTY CONTRACT:

Customer has declined warranty for pet (Dog / Primary Breed: Pug / Secondary Breed: Beagle).

ACH AUTHORIZATION AGREEMENT

By signing below, I/we choose to sign up for auto-pay through the direct withdrawal (ACH) program offered by My Pet, LLC (the "Company") in connection with the My Pet Lease Agreement ("Lease") and serviced/collected by Monterey Financial. I/we authorize the Company to initiate an ACH debit to my/our checking account identified below ("Account") in the amount of \$153.30 (plus any late charges and/or returned payment fees and other applicable charges) on the date that each monthly payment is due under my/our Lease starting 08/10/2018. In the event your scheduled monthly payment date falls on a date that is not a business day, the debit entry will occur on the Friday prior to your scheduled monthly payment due date. I understand that I have the right to receive a notice of all electronic fund transfers that vary in amount from the amount set forth in this ACH Authorization Agreement ("Authorization").

Checking Account::	chelsea groton	#####357	#####651
	Bank Name	Routing Number (ABA)	Account Number

This Authorization is to remain in full force and effect until the Company or the financial institution holding the Account (the "Bank") has received notice from me/us that I/we revoke the Authorization in such time and in such manner as to afford the Company or the Bank (as applicable) a reasonable opportunity (not less than 3 business days) to act on it.

I/we understand that an authorized ACH debit may be returned unpaid if the Account does not have sufficient funds in it to cover the scheduled debit on the business day before the scheduled debit date and on the scheduled debit date. The Company may terminate this Authorization if the Account is closed, or if an authorized ACH debit is returned unpaid for any reason two or more times in a 2-month time period. If I/we or the Company terminate this Authorization, I/we will be required to make the monthly payments due under my/our Lease by check or other means acceptable to the Company in accordance with Section 9 of my/our Lease.

Signature: Christina Diskin
Christina Diskin (Jul 14, 2018)

Email: diskinchristina@gmail.com

Date: 07/14/2018

City and State: baltic, CT